

STATE OF NEW HAMPSHIRE  
ARTICLES OF MERGER OF DOMESTIC ENTITIES

Amusement Media, Inc.  
(surviving corporation)

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporations adopt the following articles of merger for the purpose of merging them into one of such corporations:

FIRST: The plan of merger was approved by each of the undersigned corporations in the manner prescribed by the New Hampshire Business Corporation Act. **THE PLAN OF MERGER IS ATTACHED.** (Note 1)

Name of Corporation: Amusement Media, Inc.

- (Check one) A. ☐ Shareholder approval was not required.  
B. ☒ Shareholder approval was required. (Note 2)

Designation (class or series) of voting group	No. of shares outstanding	Total no. of votes entitled to be cast	Total no. of votes cast <b>FOR</b> <b>AGAINST</b>	<b>OR</b>	Total no. of undisputed votes <b>FOR</b>
Common	99,432	99,432	99,432 0		n/a

Name of Entity: Strafford Display Graphics, LLC

- (Check one) A. ☐ Unit holder approval was not required.  
B. ☒ Unit holder approval was required. (Note 2)

Designation (class or series) of voting group	No. of units outstanding	Total no. of votes entitled to be cast	Total no. of votes cast <b>FOR</b> <b>AGAINST</b>	<b>OR</b>	Total no. of undisputed votes <b>FOR</b>
Common membership units	100	100	100 0		n/a

SECOND: The number of votes cast for the plan by each voting group was sufficient for approval by each voting group.

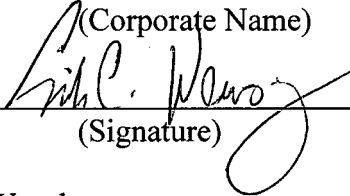
THIRD: The aggregate number of shares, which the surviving corporation has authority to issue as a result of the merger is: 200,000.



Immediately following the merger, as further set forth in the Agreement and Plan of Merger enclosed herewith, the surviving company will change its name to AMI Graphics, Inc.

AMUSEMENT MEDIA, INC.

(Corporate Name)



(Signature)

Erik C. Wensberg

(Print or type name)

Secretary/Authorized Representative

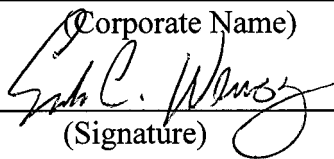
(Title)

Date signed: \_\_\_\_\_

12/29/15

STRAFFORD DISPLAY GRAPHICS, LLC

(Corporate Name)



(Signature)

Erik C. Wensberg

(Print or type name)

Manager/Authorized Representative

(Title)

Date signed: \_\_\_\_\_

12/29/15

Pursuant to Section 293-A:11.02 of the New Hampshire Revised Statutes Annotated, the undersigned surviving entity submits the following Certificate of Merger for filing:

1. The name and jurisdiction of each entity that is a party to the merger are:

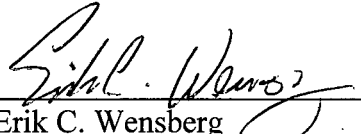
<u>Name</u>	<u>Jurisdiction</u>
Strafford Display Graphics, LLC	New Hampshire
Amusement Media, Inc.	New Hampshire

2. An Agreement and Plan of Merger (the "Agreement") has been approved and executed by each entity which is a party to the merger.
3. The name of the surviving company is AMI Graphics, Inc., a New Hampshire corporation (the "Surviving Entity").
4. The merger shall become effective upon the 31<sup>st</sup> day of December, 2015.
5. The Agreement is on file at the principal place of business of the Surviving Entity which is located at 223 Drake Hill Road, Strafford, NH 03884.
6. A copy of the Agreement will be furnished by the Surviving Entity, on request and without cost, to any person holding an interest in the entities which are to be merged.
7. The Surviving Entity agrees that it may be served with process in New Hampshire in any proceeding for enforcement of any obligation of the entity party to the merger that was organized under the laws of New Hampshire, as well as for enforcement of any obligation of the Surviving Entity arising from the merger. The Surviving Entity appoints the Secretary of State as its agent for service of process in any such proceeding. The address to which a copy of the process shall be mailed is 223 Drake Hill Road, Strafford, NH 03884.

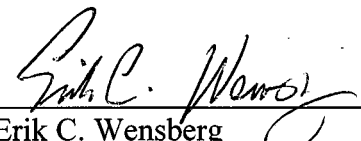
[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Certificate of Merger to be signed by an authorized person, this 29<sup>th</sup> day of December, 2015.

AMUSEMENT MEDIA, INC.

By:   
Name: Erik C. Wensberg  
Title: Secretary/Authorized Representative

STRAFFORD DISPLAY GRAPHICS, LLC

By:   
Name: Erik C. Wensberg  
Title: Manager /Authorized Representative

Note – The effective date of the merger contemplated hereby shall be December 31, 2015.

## **AGREEMENT AND PLAN OF MERGER**

Strafford Display Graphics, LLC  
(A New Hampshire limited liability company)

With and Into

Amusement Media, Inc.  
(A New Hampshire Corporation)

This AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is entered into the 29<sup>th</sup> day of December, 2015, by and between Strafford Display Graphics, LLC, a New Hampshire limited liability company (hereinafter "**Strafford**"), and Amusement Media, Inc., a New Hampshire corporation (hereinafter "**Amusement Media**"). Strafford and Amusement Media are hereinafter sometimes collectively referred to as the "**Companies**".

### **WITNESSETH:**

WHEREAS, Strafford is a limited liability company duly organized and existing under the laws of the State of New Hampshire, formed on March 12, 2001, and having a principal place of business in Strafford, New Hampshire, with one hundred (100) membership units issued and outstanding in the name of Amusement Media; and

WHEREAS, Amusement Media is a corporation duly organized and existing under the laws of the State of New Hampshire, incorporated on June 13, 1996, and having a principal place of business in Strafford, New Hampshire, with authorized capital stock consisting of two hundred thousand (200,000) shares of Voting Common Stock, of which ninety-nine thousand four hundred thirty-two (99,432) shares are issued and outstanding – sixty-seven thousand thirty-two (67,032) in the name of Peter J. Wensberg and thirty-two thousand four hundred (32,400) in the name of Erik C. Wensberg; and

WHEREAS, Strafford is a subsidiary of Amusement Media, and the Board of Managers and Board of Directors of Strafford and Amusement Media, respectively, have authorized and approved such merger and have authorized and approved the execution of this Agreement; and

WHEREAS, the laws of the State of New Hampshire permit the merger.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Strafford and Amusement Media hereby agree as follows:

1. **Terms and Conditions.** (a) Strafford shall be merged with and into Amusement Media in accordance with the provisions of New Hampshire Revised Statutes Annotated 293-A:11.02. The surviving entity shall be Amusement Media, which shall continue its corporate existence under the laws of the State of New Hampshire under the name set forth in **Section 2** below.

(b) Upon the effective date of the merger as described in **Section 10** below, Strafford shall be merged with and into Amusement Media and the separate existence of Strafford shall cease, **except** insofar as it may be continued by statute or in order to carry out the purposes of this Agreement, and Amusement Media (hereinafter sometimes referred to as the "**Surviving Corporation**") shall continue to exist by virtue of, and shall be governed by, the laws of the State of New Hampshire. All rights and interests of the Companies in and to every type of property shall be transferred to and vested in the Surviving Corporation by virtue of the merger, without further act or deed, and all claims, demands,

property, and other interests of the Companies shall be the property of the Surviving Corporation, and title to all real estate vested in either of the Companies shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation.

(c) The rights of the creditors of either of the Companies shall not in any way be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause, existing against either of the Companies, or any shareholder or officer thereof, be released or impaired by the merger, but the Surviving Corporation shall be deemed to have assumed and shall be liable for all liabilities and obligations of each of the Companies in the same manner and to the same extent as if such Surviving Corporation had itself incurred such liabilities or obligations.

2. Name of Surviving Corporation. The name of the Surviving Corporation shall be AMI Graphics, Inc.

3. Purpose of Surviving Corporation. The objects and purposes of the Surviving Corporation shall be the objects and purposes of Amusement Media.

4. Principal Place of Business. The location of the principal place of business of the Surviving Corporation shall be 223 Drake Hill Road, Strafford, NH 03884.

5. Articles of Incorporation. The Articles of Incorporation of Amusement Media in effect immediately prior to the effective date of the merger shall be the Articles of Incorporation of the Surviving Corporation, provided, however, that the Articles of Incorporation shall be amended to reflect the name change set forth in Section 2, above.

6. Bylaws. The Bylaws of Amusement Media in effect immediately prior to the effective date of the merger shall be the Bylaws of the Surviving Corporation.

7. Directors and Officers of the Surviving Corporation. The Board of Directors and officers of the Surviving Corporation shall be the same as the Board of Directors and officers of Amusement Media immediately prior to the effective date of the merger.

8. Conversion of Shares. The manner and basis of converting the membership units of Strafford into shares of the Surviving Corporation shall be as follows:

- a. Each share of Common Stock of the Surviving Corporation issued and outstanding immediately prior to the effective date of the merger shall remain outstanding and shall not be affected by this merger.
- b. After the effective date of the merger, the shares of membership interest in Strafford that are currently held by Amusement Media shall be cancelled, shall no longer be outstanding and shall automatically cease to exist, with no additional consideration or payment of any kind due or payable to the holder thereof.

9. Further Acts. In the event that this Agreement shall have been fully approved on behalf of Strafford and Amusement Media in the manner prescribed by the provisions of New Hampshire Revised Statutes Annotated 293-A:11.04, Strafford and Amusement Media will cause to be executed and filed and/or recorded any documents prescribed by the laws of the State of New Hampshire and will cause to be performed all necessary acts within such jurisdiction and elsewhere to effectuate the Agreement, subject, however, to any provision herein for abandoning or terminating this Agreement and the merger.

The Board of Managers and the proper officers of Strafford and the Board of Directors and the proper officers of Amusement Media, respectively, are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and the merger.

10. Tax Treatment. By entering into this Agreement, the Companies intend and agree that, for United States federal income tax purposes, the merger shall constitute a plan of complete liquidation of Strafford pursuant to Section 332 of the Internal Revenue Code of 1986, as amended.

11. Effective Date of Merger. Subject to the provisions hereof, as soon as practicable after adoption of this Agreement by necessary action of the Boards of Directors and required shareholders of each constituent corporation, the further procedures required in order to effectuate the merger as specified by New Hampshire Revised Statutes Annotated 293-A:11.04 shall be carried out and the merger shall become effective upon the filing and acceptance of the Articles of Merger with the New Hampshire Secretary of State.

12. Abandonment. This Agreement may be abandoned or amended by appropriate mutual action taken by the Boards of Directors of the constituent Companies at any time prior to the time of filing and acceptance of the Articles of Merger with the with the New Hampshire Secretary of State.

IN WITNESS WHEREOF, Strafford and Amusement Media have caused this agreement to be signed by their duly authorized officers as of the day and year first above written.

In The Presence of:

Beth Gubry

**STRAFFORD DISPLAY GRAPHICS, LLC**

By: [Signature]  
Print Name: Peter Wenberg  
Title: manager  
duly authorized

Beth Gubry

**AMUSEMENT MEDIA, INC.**

By: [Signature]  
Print Name: Peter Wenberg  
Title: president  
duly authorized